

EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
Version 3, Dated 7-7-08

This agreement pertains to services under Delivery Order _____ issued under Contract _____, (hereinafter referred to as the _____ Program) regarding access to the NAVSUP Portal site.

In the event that performance while viewing, posting, or editing content on the NAVSUP Portal site requires that the contractor gain access to proprietary information of other companies, the contractor shall be required to execute written agreements with those companies to protect the information from unauthorized disclosure and refrain from using it for any purposes other than for which it was furnished, as prescribed by FAR 9.505-4. A copy of all executed agreements shall be delivered to the Program Manager and Contracting Officer for the _____ Program.

All information disclosed by the Government to the contractor under the _____ Program shall be deemed "sensitive and/or proprietary", whether or not designated or marked. I, the undersigned, do affirm and acknowledge that the information, technical data, and proprietary software to be made available in the performance under the _____ Program is restricted for Government use only and for use by the contractor under the _____ Program. I also understand that the information, technical data, and proprietary software to be made available in the performance under the _____ Program cannot be used in any manner relating to contractual competitions involving the government or any other entity. Additionally, I shall not make the information, technical data, and proprietary software made available to me in performance under the _____ Program available to persons not in the employment of the U.S. Government unless an Employee Confidentiality Agreement and Disclosure Agreement for the _____ Program has been executed by said person or persons after approval has been granted by the Program Manager and Contracting Officer for the _____ Program, or unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

Without waiving the provisions of any law, regulation or other agreement, including without limitation the continuing obligation of former Government employees to protect nonpublic information obtained before terminating federal employment, the obligations herein do not apply to information that (a) is in the public domain through no fault of the undersigned; (b) is rightfully received by the undersigned from a third party without use or confidentiality limitations; (c) is independently developed by the undersigned without a breach of this agreement; (d) was known to the undersigned before receipt from the Government under this program; or (e) is disclosed

by the Government to a third party without a use or confidentiality limitations.

I shall not engage in any personal, business or professional activity or receive or retain any direct or indirect financial interest, which places me in a position of conflict between my private interests and my duties related to the _____ Program.

This Employee Confidentiality and Nondisclosure Agreement shall survive my employment by the Contractor and continue for a period of five (5) years after acceptance of completion of the _____ Program. Failure to submit the Agreement described herein to the Program Manager and Contracting Officer for the _____ Program shall preclude my working under the _____ Program.

Signature

Name

Title

Firm

Date